

Louis LaTorre, Senior Director
Social Services/dra

AGENDA ITEM SUMMARY

DIVISION: COMMUNITY SERVICES

DEPARTMENT: SOCIAL SERVICES

ITEM BACKGROUND: The approval of this contract will ensure the continuation of In Home Services to the consumers that receive services provided by this Grant. This is an on-going grant.

CONTRACT/AGREEMENT CHANGES: N/A

BUDGETED: YES X NO

SOURCE OF FUNDS: CCDA

REVENUE PRODUCING: YES ___ NO X AMT.PER MONTH _____ YEAR _____

JAMES MALLOCH

DISPOSITION: _____ AGENDA ITEM#: 207

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida/Department of
Children & Families

Contract #KG-042

Effective Date: March 1, 2003

Expiration Date: June 30, 2003

Contract Purpose/Description: Approval of Contract #KG-042 Community Care for Disabled Adults for 3/01/03 thru 6/30/03, between the State of Florida, Department of Children & Families and the Monroe County Board of County Commissioners/Monroe County Social Services (Monroe County In Home Service Program, The Case Management Agency).

Contract Manager: Deloris Simpson
(Name)

4589
(Ext.)

Social Services/Stop 1
(Department/Stop #)

For BOCC meeting on 2/19/03

Agenda Deadline: 2/5/03

CONTRACT COSTS

Total Dollar Value of Contract: \$39,615.55 (Fiscal Year)

Current Year Portion: \$ _____

Budgeted? Yes ☒ No ☐

Account Codes:

_____-_____-_____-_____-_____-_____-

Grant: \$ 35,654.00 (Fiscal Year)

_____-_____-_____-_____-_____-_____-

County Match: \$ 3,961.55 (Fiscal Year)

_____-_____-_____-_____-_____-_____-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr
(Not included in dollar value above)

For: _____
(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	2/4/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	2/4/03
Risk Management	2/4/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Junkins</u>	2/4/03
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shelia Ascher</u>	2/4/03
County Attorney		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>SEE CONTRACT</u>	2/3/03

Comments: note: this contract calls for retention
of records 6 years

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. Children & Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

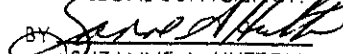
Signature

Date

Name _____

Title _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
SUZANNE A. HUTTON

CERTIFICATION REGARDING LOBBYING

Attachment N/A

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

KG042

Application or Contract Number

Name of Organization

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne A. Hutton
SUZANNE A. HUTTON

DATE 2/3/03

Address of Organization

Page ____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Monroe County (Monroe County In Home Services)

_____ hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To include the aforementioned audit and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty which shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

U. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Y. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. Section 210 et seq) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$35,654.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on March 1, 2003, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Monroe County, Florida, on June 30, 2003.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

01/08/03

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Monroe County (Monroe County In Home Services)
1100 Simonton Street
Key West, FL 33040

2. The name of the contact person and street address where financial and administrative records are maintained is:

Deloris Simpson
Monroe County In Home Services
1100 Simonton Street, Key West, FL 33040
305 / 292-4589

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Theresa Phelan
1111 12th Street, #301
Key West, FL 33040
305 / 292-6810

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Deloris Simpson
Monroe County In Home Services
1100 Simonton Street, Key West, FL 33040
305 / 292-4589

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, I, Exhibits A, B, C, D, E, F and II and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.E. above.

IN WITNESS THEREOF, the parties hereto have caused this 79 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Monroe County (Monroe County In Home Services)

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED
BY:

NAME: Dixie M. Spehar

TITLE: Mayor

DATE:

SIGNED
BY:

NAME: Cheleene Schembera

TITLE: Interim District Administrator

DATE:

STATE AGENCY 29 DIGIT FLAIR CODE:

Federal EID # (or SSN): 5909000749029

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

01/30/03

Provider Fiscal Year Ending Date: 09/7/30

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: Suzanne A. Hutton
SUZANNE A. HUTTON

DATE: 2/13/03

ATTACHMENT I**A. Services to be Provided****1. Definition of Terms****a. Contract Terms**

(1) Amendment - A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to adjustments in costs, services, time period, and method of payment. The amendment is incorporated as part of the original contract.

(2) Contract - A contract, for the purposes of this document, is a formal written agreement between the department and an individual or organization for the procurement of services. A contract consists of the Standard Contract, Program Specific Model Attachment I (PSMAI)/Attachment I, including special provisions where appropriate, plus any other attachments or exhibits deemed necessary. Per Chapter 287, Florida Statutes (F.S.), a contract must be signed by both parties prior to services being rendered.

(3) Contract Manager - The department's employee responsible for enforcing the performance of contract terms and conditions. The contract manager is the department's primary point of contact through which all contracting information flows between the department and the provider.

(4) Department - Florida Department of Children and Families, unless otherwise stated.

(5) District - The Florida Department of Children and Families' territorial division pertaining to a geographical service area, including the Suncoast Region.

(6) Exhibit - Information appended to an Attachment I or any other contract attachment. The use of the word "exhibit" avoids confusion and allows for clearer referencing. All exhibits to an Attachment I/PSMAI must be referenced in that Attachment I/PSMAI.

(7) Federal Fiscal Year - An accounting period of twelve consecutive months starting on the first day of October and ending on the last day of September.

- (8) Fixed Price - Method of payment used when the service provided can be broken down into unit cost (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).
- (9) Invoice – A completed and timely submitted document used by the provider to request payment from the department.
- (10) Match – It refers to a specified percentage of program or project costs, cash or in-kind that must be contributed by a grantee in order to be eligible for funding. This requirement may either be stated as a specified or minimum percentage of total allowable costs or a maximum percentage of participation in costs.
- (11) Method of Payment - This is the third section of an Attachment I/PSMAI. It specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the department, and any special conditions pertaining to payment of contract invoices.
- (12) Provider - An organization or individual providing services or materials to the department in accordance with the terms of the contract.
- (13) Provider Fiscal Year - An accounting period of twelve consecutive months.
- (14) State Fiscal Year - An accounting period of twelve consecutive months starting on the first day of July and ending on the last day of June.
- (15) Nursing home - Any facility which provides nursing services as defined in Chapter 464, F.S., which is licensed in accordance with Chapter 400, F.S.
- (16) Outcomes – Quantitative indicators that can be used by the department to objectively measure a provider's performance toward a stated goal.
- (17) Outputs – Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.

(18) Performance Measures - Quantitative indicators, outcomes and outputs, that can be used by the department to objectively measure a provider's performance.

b. Program or Service Specific Terms

(1) Activities of Daily Living - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.

(2) Client - Any person at least eighteen (18) years through age fifty-nine (59) who has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.

(3) Guide - The Community Care for Disabled Adults Instructional Guide (Exhibit A) is a publication developed by the department to better assist department staff and acquaint contract provider staff with the types of services the department purchases for its consumers, and the scopes of those services as established by policy.

(4) Medicaid Institutional Care Program (MICP) - A program that serves Medicaid recipients who are determined eligible for a nursing home level of care, which provides primary, acute, and long-term care services at capitated federally-matched rates.

2. General Description

a. General Statement

(1) The Community Care for Disabled Adults (CCDA) Program is designed to assist disabled adults, age eighteen (18) through fifty-nine (59), in utilizing available community and personal resources to help them remain in their homes, and to prevent them from premature or inappropriate institutionalization.

(2) Service providers will ensure that appropriate community-based services (including the duration, frequency, and scope of care plan) are provided to clients in a manner developed to meet the client's changing needs.

b. Authority

Sections 410.601-606, F.S., Chapter 65C-2, Florida Administrative Code (F.A.C.), and the annual appropriations act, with any proviso language or instructions to the department, constitute the legal basis for services to be delivered through the CCDA program.

c. Scope of Service

Services will be targeted toward eligible adults, age eighteen (18) through fifty-nine (59), in Monroe County, Florida.

d. Major Program Goal

The community-based services provided under this contract are designed to prevent inappropriate institutionalization of disabled adults.

3. Clients to be Served**a. General Description**

Adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children's services, and are too young to qualify for community and home-based services for the elderly, may be served under the provisions of this contract.

b. Client Eligibility

(1) Clients must have one or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a disability must be established and evidenced in one of the following manners:

(a) A client may present a check, awards letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); or

(b) A client may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional, which meets the district's criteria for evidence of a disability. This written statement must, at a minimum, include the client's diagnosis, prognosis, a broad

explanation of level of functioning, and the interpretation of need for services based on identified functional barriers caused by the client's disabling condition.

(2) Clients must have an individual income at or below the prevailing MICP eligibility standard in order to receive free CCDA services. Clients with incomes above the standard will be assessed for a share of the costs, or may be required to provide volunteer services in lieu of payment.

c. Client Determination

(1) Clients will be assessed for eligibility determination, and prioritized for services by district or provider case management staff, in accordance with subsection 410.604 (2), F.S.

(2) The district's program manager will make the final determination in the event of a dispute regarding client eligibility.

d. Contract Limits

(1) The total annual cost, estimated or actual, for an individual receiving CCDA services, shall not exceed the average annual general revenue portion of a Medicaid nursing home bed within the district area.

(2) Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.

(3) The provider shall deliver services only to those persons who meet program eligibility criteria, and only to the extent that funds are available.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) This contract will provide the following CCDA services:
(*Services are marked accordingly* ☒).

- | | | |
|---|---|--|
| <input type="checkbox"/> Adult Day Care | <input checked="" type="checkbox"/> Case Management | <input type="checkbox"/> Emergency Alert Response |
| <input checked="" type="checkbox"/> Personal Care | <input type="checkbox"/> Home Health Aide | <input type="checkbox"/> Group Activity Therapy |
| <input checked="" type="checkbox"/> Homemaker | <input type="checkbox"/> Home Nursing | <input checked="" type="checkbox"/> Home Delivered Meals |
| <input type="checkbox"/> Interpreter | <input type="checkbox"/> Transportation | <input type="checkbox"/> Medical Therapeutic Services |
| <input checked="" type="checkbox"/> Chore | <input type="checkbox"/> Respite | <input type="checkbox"/> Physical and Exams |
| <input type="checkbox"/> Escort | | |

(2) Details of services to be provided under this contract and the negotiated parameters of those services are as indicated in the Guide.

b. Task Limits

The following task limits are only applicable to a specific service(s) that a provider delivers to the clients:

- (1) Each district CCDA program shall include case management services and at least one other community service.
- (2) Personal Care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist, or home health aide. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications, or perform other activities prohibited by Chapter 59A-8, F.A.C.
- (3) Homemaker service time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of a client.
- (4) Several restrictions apply to persons providing Homemaker service activities. Persons providing services **must not**:
 - (a) engage in work that is not specified in the Homemaker assignment;
 - (b) accept gifts from clients;
 - (c) lend or borrow money or articles from clients;

(d) handle client money, unless authorized in writing by a supervisor or case manager (as evident in the personnel file) and unless bonded or insured by the employer;

(e) transport clients, unless authorized in writing by a supervisor or case manager.

(5) The parameters of service delivery, by type of service, are detailed in the Guide.

(6) District task limits, which exceed those in the Guide, and are distinctive to this contract, are listed here: N/A

2. Staffing Requirements

a. Staffing Levels

(1) The provider will meet the minimum staffing requirements for each service, as specified in The Community Care for Disabled Adults Instructional Guide.

(2) The provider will notify the department, in writing, within thirty (30) days whenever the provider is unable, or expects to be unable to provide the required quality or quantity of service because of staff turnovers or shortages.

b. Professional Qualifications

The provider will ensure that staff meets the professional qualifications for each service, as specified in The Community Care for Disabled Adults Instructional Guide.

c. Staffing Changes

The provider agrees to notify the department's contract manager within two (2) working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this contract, must be presented in writing to the contract manager for approval at least two (2) weeks prior to the implementation of the change.

d. Subcontractors

Written requests by the provider to subcontract for the provision of services under this contract will be routed through the contract manager for department approval. All subcontracting is subject to the provisions of Section I.I. of the Standard Contract.

3. Service Location & Equipment**a. Service Delivery Location & Times**

(1) CCDA services may be delivered in the client's home or on-site at a facility, as negotiated by the department and the provider.

(2) Facilities delivering on-site services to clients shall pass an annual inspection by the local environmental health and fire authorities.

(3) Service providers will meet the minimum service location and time requirements as specified in The Community Care for Disabled Adults Instructional Guide.

(4) Services for this contract will be delivered at the following location(s) and times:

SERVICE	LOCATION	TIME(S)
Case Management	Client's Home	As indicated by need
Personal Care	Client's Home	As indicated by need
Homemaking	Client's Home	As indicated by need
Home Delivered Meals	Client's Home	As indicated by need
Chore	Client's Home	As indicated by need

b. Changes in Location

The provider must notify the department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the contract manager for approval, prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the district's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the department's clients, and is at the department's sole discretion.

c. Equipment

(1) If equipment is applicable to a specific provider's contract, the provider must submit an equipment exhibit (**Exhibit N/A**) to the department which lists the equipment. The equipment required to perform the contracted services must be negotiated by the department and the provider. To ensure uniformity, safety, and quality of service to clients, any requests for equipment change must be presented in writing to the contract manager for approval at least ten (10) days prior to any proposed change.

(2) The provider must inventory all equipment acquired under this contract annually. The inventory list must be made available within seven (7) days upon receipt of written request by the contract manager. The equipment exhibit (**Exhibit N/A**), if applicable to a specific provider's contract for specific service(s) provided must list the items of equipment on the form.

4. Deliverables**a. Service Units**

A service unit is an appropriate, distinct amount of given service, which may include, but is not limited to, an hour or quarter hour of direct service delivery; a meal; an episode of travel; or a twenty-four (24) hour period of Emergency Alert Response maintenance, as defined in The Community Care for Disabled Adults Instructional Guide. All service units, as well as their description and costs, are listed in The Community Care for Disabled Adults Instructional Guide.

b. Records and Documentation

(1) Case Management provider files shall contain the following:

(a) a completed client assessment (not more than one year old)

(b) a care plan (not more than one (1) year old)

(c) a release of information form

(d) a copy of a completed Client Information System (CIS) form

(e) documentation of the client's age, disability, and income.